

SECTION C: DRAFT CONTRACT

Following is a draft of the contract contemplated as a result of this solicitation. Prospective offerors are reminded to review the draft contract to ensure they are prepared to comply. The draft contract will be updated to reflect the final agreement reached based on the proposal submitted and discussions, if any, that are held.

CH2M HILL
Plateau Remediation Company
Mail Stop H8-41
2420 Stevens Center Place
P.O. Box 1600
Richland, WA 99352

Contractor:
<< Enter Contractor Name >>
<< Enter Street Address >>
<< Enter Street Address >>
<< Enter City, State, Zip >>

Contract Specialist: Tracey A. Burch
Phone Number: 509-376-3466

Contractor Contact: << Enter Name >>
Phone Number: << Enter Phone Number >>

Start Date:
Contract Type: Time and Material
Contract Value: \$

End Date: September 30, 2018
FOB Point:
Payment Terms:

CH2M HILL Plateau Remediation Company

Contractor Authorized Signature

Printed Name/Title

Printed Name/Title

Date Signed Phone

Date Signed Phone

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PART I – STATEMENT OF WORK

Revision 0
February 18, 2016
Prepared by: Steve Joyce

1.0 INTRODUCTION / BACKGROUND

As a prime contractor to the U.S. Department of Energy (DOE), CH2M HILL Plateau Remediation Company (CHPRC) is focusing on the safe, environmental cleanup of the Central Plateau of DOE's Hanford Site near Richland, Washington. CHPRC's scope of work includes treatment, storage and disposal of radioactive and hazardous wastes; monitoring and treatment of contaminated groundwater; management of spent nuclear fuel; and environmental remediation activities.

About 1,500 employees support the CHPRC work scope at the Hanford Site. More information about CHPRC's work on the Hanford Site can be reviewed at <http://www.plateauremediation.hanford.gov/>.

2.0 DESCRIPTION OF WORK – GENERAL

CHPRC desires to obtain the service of an accredited ISO 14001 Registrar to evaluate the CHPRC Environmental Management System (EMS) for conformance with the ISO 14001:2004 (E) or 14001:2015 standard, and to provide a certificate of conformance and registration of the CHPRC EMS.

3.0 DESCRIPTION OF WORK – SPECIFIC**3.1 Task Description**

The Contractor shall provide technically qualified person(s) to evaluate the CHPRC Environmental Management System and serve as the certifying body for registration of the EMS when found to conform to ISO 14001. The Contractor shall be responsible for independently planning, organizing and performing a wide variety of non-hazardous specialized administrative/technical duties in support of the successful completion of the work scope.

The onsite portion of the evaluation will take place at CHPRC work locations in Richland, Washington and on the Hanford Site north of Richland. The work scope will cover a three year cycle with the initial assessment being completed by June 30, 2016, followed by a second assessment to be completed by June 30, 2017 and an ISO 14001 re-registration assessment to be completed by June 30, 2018. The Contractor's evaluation process shall include the following elements at a minimum:

ISO 14001 Registration

- Perform reviews of the procedures and documents that describe and provide for the implementation of the ISO 14001 Environmental Management System (EMS) standard.
- Audit the program for conformance to the standard and conduct field verification of program implementation.
- Upon completion of the initial audit of the program and its implementation, prepare and submit a final written report that meets the specifications contained in ISO 19011. The report shall detail the results of the audit, including any major or minor non-conformances or opportunities for improvement. The final report shall be accompanied by the recommendation of the Lead Auditor regarding whether the EMS should be registered.
- File ISO 14001 registration documents in accordance with ANSI-ASQ National Accreditation Board (ANAB) requirements and issue an ISO 14001 certificate to CH2MHill Plateau Remediation Company.

3.2 Acceptance Criteria

Work products and services provided shall meet all applicable ISO 19011 auditing standards and ANAB requirements for ISO 14001 registration.

3.3 Special Requirements

For any work performed on the Hanford Site or any CHPRC-controlled facility, the provisions of Contract Special Provision 5 (SP-5), *On Site Services* will apply to Contractor personnel. Unless otherwise approved, the Contractor shall work in accordance with CHPRC contract requirements, operating policies and procedures regarding site access, safe performance of the work, etc. The work products and services to be provided, including any specific CHPRC standards and requirements, required for the successful completion of this work activity include:

- Coordinate and conduct audit-planning activities directly with the BTR or delegate.
- Execute a confidentiality agreement with CHPRC (if required as determined by BTR).
- Verbally communicate promptly to the BTR any observations of major or critical EMS non-conformances found in the course of the evaluation. The BTR will determine at that point whether or not a written report is still required and inform the Registrar of the decision.

3.4 Organizational Interfaces

The Contractor shall interface with various CHPRC (and other) organizations through the CHPRC Contract Specialist (or designee), as required. Key interfaces include:

- Steven M. Joyce, BTR
- Sara G. Austin, EMS Coordinator
- Laura J. Cusack, Director of Environmental Protection
- Tracey A. Burch, CHPRC Contract Specialist

3.5 Work Not Included

The Contractor will not be expected to perform work in areas that require special training, equipment, or clothing due to radiological conditions or other hazards. Contractor may have access to view such areas from the periphery if needed and may interview personnel working in these areas after the worker has exited the area.

3.6 CHPRC Furnished Materials and Equipment

The CHPRC will furnish the following at no cost to the Contractor including:

- Training necessary for access to areas Contractor needs to visit to evaluate conformance to the ISO 14001 standard.
- Special Personal Protective Equipment required for access to work areas. Contractor shall provide hard hats and safety glasses for each of its personnel participating in a field walk through.
- Office space for Contractor personnel during onsite visits. Contractor should not plan on use of CHPRC computers with internet access, but printing and copy service can be provided.
- Escorts
- Personal dosimetry (if needed)
- Meeting room for in-brief, outbrief, and similar meetings

3.7 Site Conditions and Known Hazards

Contractor's work could require access to any location where CHPRC performs work. Some field locations are 35 miles from Richland, Washington. Field conditions range from outdoor shrub-steppe habitat, to remediation sites, to office environments. Summer temperatures can exceed 100 degrees F and winter temperatures are below freezing. In addition to temperature extremes, hazards include uneven ground, slipping and tripping hazards, movement of vehicles and heavy equipment, biological hazards (snakes, insects, etc.), chemical and radiation exposure, and other typical office and industrial hazards. As noted in section 3.5 of this Statement of Work, Contractor will not be required to enter radiological areas or areas where exposure to chemicals, equipment, or other special hazards are present due to work evolutions or other conditions.

3.8 Site Coordination Requirements

Not applicable.

4.0 TECHNICAL REQUIREMENTS

The Contractor shall conduct all registration-related activities in accordance with the requirements of their ANAB accreditation for ISO 14001 certifications.

5.0 PERSONNEL REQUIREMENTS

5.1 Training and Qualification

The Contractor shall be accredited by ANAB and in good standing to perform ISO 14001 certification and shall provide appropriately trained and qualified staff to perform the type of work specified. Contractor personnel must display and

maintain the necessary expertise, understanding of applicable industry standards, and the qualification and certification requirements to perform the assigned work. An RABQSA certified lead auditor for the EMS Audit scope is required for this work. The lead auditor shall have experience in completing audits for ISO 14001 certification. The lead auditor or one of the other audit personnel shall be current in 24 or 40 hour Hazardous Waste Operations training per 29 CFR 1910.120.

Site specific training is required for access to some facilities or areas on the Hanford Site. This training will be provided by CHPRC at no course cost to Contractor. Contractor is to include time for attending training in the cost proposal. It is estimated that the training time will not exceed 6 hours per person. Training courses are anticipated to include:

- CHPRC General Employee Training (CGET) or Hanford Site Orientation
- General Employee Radiation Training
- Facility specific training as applicable

5.2 Security and Badging Requirements

The Contractor shall wear a CHPRC-issued security badge identifying himself/herself. A minimum of two working days advance notice is needed for site badging. Personnel performing onsite work shall be United States Citizens unless explicit approval is obtained from CHPRC.

Contractor employees will be required to submit to vehicle searches and not personally carry or transport certain prohibited articles. Examples of prohibited articles include pets, weapons, firearms, explosives, alcohol, and controlled substances. See Contract Special Provision 5 (SP-5) section 4.5 for more detail on prohibited articles.

5.3 Site Access and Work Hours

On-site work will be done on a 4-10's schedule. (The standard workday consists of ten (10) hours of work between 6:30 AM and 5:00 PM, with one-half hour designated as an unpaid period for lunch. If schedule alternative is required BTR will communicate.)

6.0 ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY REQUIREMENTS

The Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall comply with, and assist CHPRC in complying with Environmental, Safety, Health, and Quality (ESH&Q) requirements of all applicable laws, regulations and directives. In addition, the following project specific safety requirements are applicable to this specific scope of work and are tailored to the hazards and controls applicable to this scope of work.

In accordance with, Part IV of this contract, all on-site work shall be conducted in accordance with [SP-5](#), *Special Provisions – On-Site Services*.

For work the Contractor may perform in the execution of this scope in an offsite location, the following is applicable:

- a. The Contractor shall flow down ESH&Q requirements to the lowest tier subcontractor performing Work, commensurate with the risk and complexity of the work. The contractor shall perform work safely in accordance with the Integrated Safety Management System and Environmental Management System principles, in a manner that ensures adequate protection for personnel, the public, and the environment, and shall be accountable for the safe and environmentally protective performance of the work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards.
- b. Environmental support and issues shall be coordinated with the BTR, who will coordinate these items with the appropriate Environmental Compliance Officer or other environmental contact.

6.1 Safety Requirements

Contractor shall follow CHPRC safety procedures in the performance of on-site work and shall adhere to facility-specific procedures and requirements applicable to access to the work area.

Due to the nature of the work, the short duration of the onsite work, and limited potential for exposure to hazards, it is not anticipated that additional requirements for medical examinations by the Hanford Site Occupational Medical Provider will apply. However, Contractor shall use the current Hanford Site Occupational Medical Provider for first aid treatment, and return to work evaluations (if required). The Hanford Fire Department shall be used for ambulance service for urgent medical situations requiring care and transport while on the Hanford site.

Contractor shall take appropriate action, up to and including stopping work, and shall immediately notify the Contract Specialist if an unplanned risk or hazard is discovered that is not covered by directions provided by Contract Specialist. This action includes notifying the Contract Specialist if the work exposes their workers to hazards that require medical monitoring.

6.2 Quality Assurance and Control

Prior to award, the Seller shall submit a copy of their Quality Assurance manual and documentation of their ANAB accreditation as an ISO 14001 registrar for review and approval.

- Contractor shall be responsible for performing quality workmanship and shall conduct the quality control measures necessary to ensure work conforms to the requirements specified above. Specific quality controls include:

- Prior to beginning work, the Seller shall identify/specify the audit team lead auditor, submit a resume and lead auditor RABQSA certification for buyer review and approval.
- Final report distribution will be limited to the Buyer or the Buyer's designees.

Seller shall make lead auditor available for counsel to explain audit findings or to provide any other assistance the Buyer may require during the performance of this work scope.

6.3 Quality Assurance/Inspection Requirements

6.3.1 Quality Assurance Program Submittal and Pre-Award Survey

(B01) Rev. 1, 05/21/07

The Offeror shall submit the quality assurance program manual that addresses the quality assurance programs identified herein. The formal submittal documentation (cover letter) shall identify the specific bid request and project.

If the Offeror's manual has been previously approved by the Buyer but is not current, the manual shall be updated and resubmitted to the Buyer with the proposal. If the manual has not changed since its previous approval by the Buyer, a statement to this effect shall be submitted with the proposal. The Buyer shall evaluate the Offeror's Quality Assurance program prior to contract award. This evaluation may include a survey of quality program implementation at the Offeror's facilities. If a program change is required, it will be identified to the Offeror prior to contract award. A deficient or inadequate program may be used as the basis to deny award of this contract.

6.3.2 Certified Quality Program

(B07) Rev. 0, 2/15/1996

The Supplier shall maintain the certified quality program (e.g., ASME, ISO, NIST, Federal Regulations) specified in the Purchase Order. A copy of the Supplier's current quality assurance program manual and Authorizing Certificate shall be submitted to the Buyer with the Proposal. The Certificate shall remain current for the duration of the Purchase Order/Contract Order. The Supplier shall notify the Buyer of Certificate cancellation or revocation.

6.4 Suspect/Counterfeit and Defective Items

Not Applicable

6.5 Environmental Requirements

Environmental requirements are contained in SP-5, *Special Provisions – On-Site Services*. All on-site work shall be conducted in accordance with these requirements.

6.6 Radiological Requirements

Not Applicable

6.7 Nuclear and Criticality Safety

Not Applicable

6.8 Software Products and/or Services Where Software is Used

Not Applicable

7.0 MEETINGS AND SUBMITTALS**7.1 Meetings**

After contract award, the Contractor shall participate in Meeting(s) including:

- Telephone conference call(s) to discuss schedule, personnel, and requirements of the contract.
- Onsite conference prior to performing field work on the Hanford Site to coordinate training and other requirements, interview and visit schedule, etc.
- Daily outbrief of the results of field interviews and visits and to coordinate the schedule for the following day.
- Field assessment in-brief.
- Assessment out-brief.

7.2 Submittals

See Attachment 1 – Submittal Register.

8.0 DELIVERABLES, PROJECT CONTROLS, MILESTONES, AND PERFORMANCE SCHEDULE REQUIREMENTS**8.1 Deliverables**

The services requested herein are intended to culminate with three successful yearly assessments of ISO-14001 conformance and a successful re-registration assessment of the CHPRC EMS in 2018, which applies to the functions and services identified in Section 3.0 above. It is intended that the Registrar audit activities shall be accomplished through a sequence of steps, including activities such as a review of the written program and audits of program implementation to provide the necessary evidence for the registrar to certify conformance of the CHPRC EMS to the ISO 14001 standard. Deliverables include the following:

- Final report of the Registrar's evaluation of conformance to ISO 14001.
- Documentation that ISO 14001 registration documents have been filed in accordance with ANSI-National Accreditation Board (ANAB) requirements.
- Certificate of conformance with ISO 14001 issued by Contractor to CH2MHill Plateau Remediation Company.

8.2 Performance Schedule

Contractor shall provide a proposed schedule including all activities that Contractor deems necessary to certify CHPRC conformance to the ISO 14001 standard and to file registration documents with the ANAB (in the third year). The schedule will presume a contract start date of May 1, 2016. The schedule will presume that Contractor will

complete the field evaluation and issue the final report by June 30 for each of the three years of this contract. The schedule may also presume that there are no major nonconformities and that CHPRC will provide an acceptable corrective *action plan* *within* one week of issuance of the report. If these presumptions are not valid, the Contractor may revise the schedule accordingly.

Period of Performance: Start date: Award End date: September 30, 2018

Option Period: Start date: October 1, 2018 End date: September 30, 2019

ATTACHMENT 1 - Submittal Register

The Contractor shall meet the required schedule and provide the documents specified in accordance with the following submittals.

Contract Number and Name:						Revision:		
1. No.	2. Type, Number of Copies, Format	3. Technical Submittal	4. Vendor Information	5. Description / Document Title	6. Submittal Date (Calendar Days)	7. Approver Organizations	8. CHPRC Review Time (Work Days)	9. Contract Paragraph or Requirement Reference
1	APW GEN 1	NO	N/A	Schedule of Activities	Established by the CHPRC EMS Coordinator	Environmental	4	8.1
2	GEN 1	NO	N/A	Final Report	9/15/2016 9/15/2017 9/15/2018	Environmental	N/A	3.1 8.1
3	GEN 1	NO	N/A	File IOS-14001 Registration Documents and Issue Certificate of Conformance	9/30/18	Environmental	N/A	3.1 8.1

1. Typically a numerical sequence (i.e., 1, 2, 3,...). However, other numbering systems may also be used.
2. Submittal type, number of copies and format:
APW = Approval Required Prior to Work (CHPRC must approve the Contractor's submittal prior to the Contractor being authorized to proceed with any activity/work associated with the submittal).
AP = Approval Required (CHPRC must approve the Contractor's submittal, however, work associated with the submittal may proceed prior to CHPRC approval).
Format: Describes the type of submittal required (electronic or printed):
DWG An AutoCAD drawing using the Hanford standard formatting (See CHPRC-00263, *Off-Site Vendor Instructions for the Preparation and Control of Engineering Drawing*).
MFC Microsoft Format Compatible application (Word, Excel, Access, PowerPoint)
P3 A Primavera Project Planner schedule
GEN General or Open Format/Media
PDF Adobe Acrobat (Portable Document Format)
3. Technical submittals are Engineering or Quality affecting submittals. A Yes in this column designates the need for formalized comments, and a formalized comment disposition process by the Contractor. Examples of Technical Submittals would include Engineering or Fabrication Drawings, or Certificates of Conformance.
4. Vendor Information for project record purposes.
5. Description / Document Title. Describe submittal.
6. Required submittal date or its relationship to project milestones. Examples are July 14, 2009, or Award + 15 days, Contract Completion +30 days.
A Date of Award
CD Conceptual Design Complete
PD Preliminary Design Complete
FD Final Design Complete
M Mobilization
SC Start of Construction
EC End of Construction
7. Approver Organization. Examples are Construction Manager, Safety, Quality, Radiation Protection, Waste Management.
8. The number of Work Days required for review of the submittal.

Contract Reference: Cross reference to the Contract requirement that defines this submittal

END OF PART I – STATEMENT OF WORK

PART II – FINANCIAL TERMS**1.0 CONTRACT TYPE AND VALUE**

This Contract is a Time and Material contract. The estimated value of this Contract is a not to exceed ceiling of \$ <<Value of contract>> including fee and applicable taxes. Unless otherwise specified in the contract, the labor-hour prices are fully burdened and firm for the duration of the contract.

1.1 *Limitation of Funds*

- A. Although the parties hereto have negotiated the ceiling price of not-to-exceed \$ for this Contract, (hereafter referred to as the Contract), they understand that sufficient funds for the full scope of the work are not available. It is anticipated partial funding will be allotted to this contract from time to time until the total estimated price of said Contract is obligated.*
- B. The amount presently available for payment and allotted to this Contract, the items covered, and the period of performance the allotted amount will cover is \$. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable under the Contract, approximates, but does not exceed the total amount actually allotted on the Contract.*
- C. The Contractor shall notify the Contract Specialist identified in the Contract, in writing whenever it has reason to believe that the costs it expects to incur under this Contract in the next 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to this Contract. The notice shall state the estimated date when such allotted amount will be reached and estimated amount of additional funds required to continue performance for the period specified in the schedule. If after such notification, additional funds are not obligated by the end of estimated reach date or by an another agreed date, CHPRC shall upon Contractor's written request, terminate this Contract on the performance end date or the date set forth in the request, whichever is later, pursuant to the provisions of the Termination clause of this Contract.*
- D. Except as provided by other provisions of this Contract, specifically citing and stated to be an exception to this clause:*
 - 1. CHPRC is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this Contract; and*
 - 2. The Contractor is not obligated to continue performance under this Contract (including actions under the termination clause) or otherwise incur costs in excess of the allotted amount of this Contract, until CHPRC notifies the Contractor in writing that the allotted amount has been increased and specifies the revised total allotted amount.*

- E. No notice, communication, or representation in any form or by anyone other than that specified in subparagraph 4(b) above, shall affect the allotted amount of this Contract. In the absence of the Contractor's notification (paragraph 3 above), CHPRC is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted to this Contract, whether incurred during the course of performance period, a termination, or result of an audit.*
- F. When, and to the extent that the amount allotted by CHPRC is increased, any excess costs the Contractor incurred before this modification shall be allowable to the same extent as if incurred afterward, unless this Contract was terminated.*
- G. Change orders shall not be considered an authorization to exceed the allotted amount specified in the schedule, unless they identify an increased allotted amount.*
- H. If CHPRC does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in this Contract equaling the percentage of completion of the work contemplated by this Contract.*
- I. This limitation of funds clause also pertains to individual task Contracts where incremental funding exists.*

2.0 PAYMENT SCHEDULE

2.1 Payment Schedule

Year 1 (FY2016) Annual Surveillance			
Year 1 - Description Labor (Direct)	*Fixed Unit Rate	Estimated Hours	Total
Lead Auditor			\$ -
Auditor A			\$ -
Auditor B			\$ -
Records Support			\$ -
			\$ -
Total Direct Labor			\$ -
Year 1 - Other Direct Costs (ODC's)			
	Units/Trips	Unit Cost	Total
Year 1 - Annual Fee			\$ -
			\$ -
Subtotal Fees - Year 1 Annual			\$ -
**Travel Expenses (per person)	Number of Trips	Estimated Cost per Trip	
			\$ -
**Subtotal Travel - Year 1 Annual			\$ -
ODCs Total - Year 1 Annual			\$ -
Year 1 Annual - Total			\$ -

* Fixed Unit Labor Rate should be inclusive of all costs such as; base rate, overhead, G&A, and fee.

** Travel shall be reimbursed in accordance with section 10.1, Reimbursement of Travel Expenses

Year 2 (FY2017) Annual Surveillance			
Year 2 Description Labor (Direct)	*Fixed Unit Rate	Estimated Hours	Total
Lead Auditor			\$ -
Auditor A			\$ -
Auditor B			\$ -
Records Support			\$ -
			\$ -
Total Direct Labor			\$ -
Year 2 - Other Direct Costs (ODC's)			
Year 2 - Annual Fee	Units/Trips	Unit Cost	Total
Year 2 - Annual Fee			\$ -
			\$ -
Subtotal Fees - Year 2 Annual			\$ -
**Travel Expenses (per person)	Number of Trips	Estimated Cost per Trip	
			\$ -
**Subtotal Travel - Year 2 Annual			\$ -
ODCs Total - Year 2 Annual			\$ -
Year 2 Annual - Total			\$ -

* Fixed Unit Labor Rate should be inclusive of all costs such as; base rate, overhead, G&A, and fee.

** Travel shall be reimbursed in accordance with section 10.1, Reimbursement of Travel Expenses

Year 3 (FY2018) Registration Audit			
Registration Audit			
Initial - Description Labor (Direct)	*Fixed Unit Rate	Estimated Hours	Total
Lead Auditor			\$ -
Auditor A			\$ -
Auditor B			\$ -
Records Support			\$ -
			\$ -
Initial - Total Direct Labor			\$ -
Initial - Other Direct Costs (ODC's)			
Accreditation Fee - Initial	Units/Trips	Unit Cost	Total
Accreditation Fee - Initial			\$ -
			\$ -
Subtotal Fees - Initial			\$ -
**Travel Expenses (per person)	Number of Trips	Estimated Cost per Trip	
			\$ -
**Subtotal Travel - Initial			\$ -
ODCs Total - Initial			\$ -
Initial Accreditation Total			\$ -

* Fixed Unit Labor Rate should be inclusive of all costs such as; base rate, overhead, G&A, and fee.

** Travel shall be reimbursed in accordance with section 10.1, Reimbursement of Travel Expenses

Years 1 – 3 Total	\$ -
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Option Year Pricing

Year 4 (FY2019) Annual			
Year 4 - Description Labor (Direct)	*Fixed Unit Rate	Estimated Hours	Total
Lead Auditor			\$ -
Auditor A			\$ -
Auditor B			\$ -
Records Support			\$ -
			\$ -
Total Direct Labor			\$ -
Year 4 - Other Direct Costs (ODC's)	Units/Trips	Unit Cost	Total
Year 4 - Annual Fee			\$ -
			\$ -
Subtotal Fees - Year 4 Annual			\$ -
**Travel Expenses (per person)	Number of Trips	Estimated Cost per Trip	
			\$ -
**Subtotal Travel - Year 4 Annual			\$ -
ODCs Total - Year 4 Annual			\$ -
Year 4 Annual - Total			\$ -

* Fixed Unit Labor Rate should be inclusive of all costs such as; base rate, overhead, G&A, and fee.

** Travel shall be reimbursed in accordance with section 10.1, Reimbursement of Travel Expenses

Years 1 – 3 Total	\$ -
Year 4 Total	\$ -
Total Proposed Years 1 - 4	\$ -

3.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS

CHPRC reserves the right to request a complete pricing breakdown, including certified or uncertified cost or pricing data as applicable for any change orders or modifications that have an impact to the established contract pricing.

4.0 TAXES

Contractor shall refer to the TAXES section of the General Provisions.

5.0 PAYMENT TERMS

5.1 Estimated Cost of Contract

The estimated value for this Contract is as stated above. The Contractor shall not exceed this amount without specific written authorization from CHPRC. The Contractor shall notify the cognizant Contract Specialist in writing when the Contractor reaches 75% of the current estimated value.

5.2 Estimated Billing

It is mandatory for continued acceptable performance that the Contractor provide monthly, to CHPRC Accounts Payable, the best estimate of the total billable cost

(invoiced plus invoiceable) from inception of the contract through the current fiscal month closing (closing dates specified on the form). This information must be provided in writing by email (preferred), fax, or mail by the 15th of each month. This data must be provided for each contract release until all payments are received and the contract is complete.

Mailing Address: Email: CHPRCA@rl.gov Fax: (509) 376-6294

CH2M HILL Plateau Remediation Company
2420 Stevens Drive
PO Box 1600
Richland, WA 99352
Attn: Accruals MSIN H7-30

The Monthly Contract-to-Date Cost Estimate Form can be obtained at the following Internet Address: <http://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs> or directly from the Contract Specialist.

6.0 DEFINITIONS

There are no special definitions applicable to this contract.

7.0 ASSUMPTIONS

There are no special assumptions applicable to this contract.

8.0 INVOICING INSTRUCTIONS

8.1 Contractor Invoices

Invoices submitted to CHPRC shall be submitted as follows. Failure to submit a proper and accurate invoice may result in rejection or delay of the invoice. Address invoicing requirement questions to the Contract Specialist.

General Requirements

- A. Submittal of an invoice constitutes Contractor's certification that materials, work and/or services have been provided, and invoiced amounts are in accordance with the contract.
- B. Each Contract, Release and Purchase order must be invoiced separately and in a timely manner with respect to the invoiced products or services.
- C. The invoice must clearly & legibly identify the
 - 1. Contractor's Name
 - 2. Unique Invoice Number
 - 3. Contract, Contract Release and/or Purchase Order Number
 - 4. Itemized description of the supplies or service provided

- D. Remittance will only be made to the remittance address on file for the contractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
- E. An “Authorization for Electronic Funds Transfer (EFT) of Invoice Payments” must be on file with CHPRC before EFT payments can be made.

<http://www.hanford.gov/pmm/files.cfm/eft.pdf>

- F. Invoices should include the name and telephone number of a company representative available to respond to questions about the invoice.

Contracts for Services:

- G. Unless otherwise authorized in the contract, service contracts may not be invoiced more than once per calendar month.
- H. The total amount due for the billing period must be clearly identified on all invoices (this amount should be set apart from any cumulative amounts or subtotals).
- I. Invoiced amounts, rates, other direct charges or travel must be specifically defined in the contract to be allowable for reimbursement.
- J. When applicable for this type of contract, indicate the name(s) of the worker(s) labor rate, billable work hours, and period of performance on each invoice.
- K. Travel expenses (if authorized) must be itemized and supported with receipts in accordance with the requirements set forth under clause, “Reimbursement of Travel Expenses” or as otherwise stated within the Contract.

Submittal

- L. Invoices and supporting documentation may be submitted electronically in a format acceptable to CHPRC (preferred).
- M. Submit invoices electronically via e-mail to both CHPRC Accounts Payable (CHPRC AP) at the following e-mail address: chprcap@rl.gov (chprcap@rl.gov) and (in the same email) to the Contract Specialist.
- N. The contractor’s name, invoice number, and the contract and release numbers must be shown in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Contractor Name, Invoice XXXXX, Contract XXXXX-X.

- O. Submit hard copy invoices including supporting documentation to CHPRC's Accounts Payable organization at the address below.

CH2M HILL Plateau Remediation Company
Accounts Payable - Mail Stop: H7-32
P.O. Box 1600
Richland, WA 99352

9.0 CLOSEOUT AND FINAL PAYMENT

9.1 Closeout Certification

Contractor shall properly execute and mail to CHPRC a final release, in a format acceptable to CHPRC, within five working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. Final payment will not be made until a final release is properly executed and received by CHPRC. (form available on this web page or directly from the Contract Specialist)

10.0 SPECIAL INSTRUCTIONS

10.1 Reimbursement of Travel Expenses

- A. Travel Authorization: Only when authorized in advance by CHPRC as part of the Contract, will Contractor personnel be reimbursed for travel expenses incurred in performance of this Contract. Expense reimbursement is limited to costs incurred for lodging plus meals and incidental expenses (M&IE) considered reasonable, allowable, and allocable, and that do not exceed the maximum per diem rates in effect at the time of travel as set forth in Federal Travel Regulations (FTR). Contractor is expected to take reasonable steps to minimize the amount of travel expenses. Links to the FTRs and current per diem rates can be found on the GSA web site (www.gsa.gov)
- B. Eligibility: Expense reimbursements will only be allowed for contractor personnel who travel from their permanent residence, if beyond a 100 mile radius of the temporary work location, for temporary assignment to the project site.
- C. Invoicing: Expense reimbursement requests must be invoiced in accordance with contract invoicing requirements in a timely manner, and must identify the name of the traveler, destination, purpose and date of the travel as well as document any required CHPRC pre-approval. Submittal of an invoice to CHPRC that includes travel expenses signifies Contractor's certification to all requirements identified herein.
- D. Receipts: Unless agreed in advance by CHPRC, invoices must include original or legible copies of receipts to support the actual lodging and travel expenses incurred. Receipts for M&IE expenses are not typically required.
- E. Cancellation: When travel, arranged in accordance with these requirements, is cancelled in writing by CHPRC, airline cancellation or rebooking charges may be invoiced and reimbursed provided that supporting documentation showing authorized travel and subsequent cancellation are provided.

- F. Short-Term Assignments: thirty (30) Days or Less): Lodging and M&IE will be paid in accordance with the rates established by the Federal Travel Regulations unless otherwise specified in this Contract.
- G. Rates: Expenses will be reimbursed using the following guidelines:
1. Transportation Other than Airline: Reimbursement of transportation costs will be at the current FTR per mile rate, for travel by personal automobile, or actual fares for other public conveyance, reasonably incurred by contractor's personnel in traveling by the shortest and most direct route from his/her home office to (Hanford Site) Richland, Washington, or to other such locations and return, at the request of CHPRC. When travel is by automobile the most direct route must be used. Local mileage costs while at the Hanford Site will not be reimbursed, unless specifically authorized in advance by CHPRC.
 2. Transportation by Airline: Every reasonable effort must be made to plan required travel to obtain the lowest advance-purchase fares available. Actual receipts must accompany invoices for all airfare costs.
 3. Car Rental: Travelers must use the least expensive compact car available.. Should a compact or intermediate size vehicle not be available, use of a more expensive vehicle must be approved in advance by the CHPRC Contract Specialist and must be limited only to the time necessary to obtain a lower cost alternative and include a certification by the employee of the effort made to obtain the compact vehicle. Actual receipts must document all car rental and fuel costs. NOTE: A Pre-Paid refueling option and optional rental car insurance will not be reimbursed.
 4. Personally-Owned Vehicle: Instead of using a rental car, a personally-owned vehicle may be used if determined to be more cost effective. However, arrangements must be pre-approved by the CHPRC Contract Specialist. CHPRC assumes no liability for accidents when personally owned or rental vehicles are used. Contractor retains all risks and liabilities associated with using personally-owned or rental vehicle.
 5. Lodging: Lodging will be reimbursed at the current FTR rate or at the actual cost if less than the allowable FTR rate. Actual receipts must document all lodging costs being invoiced under this contract. If contractor employee moves from hotel lodging into residential accommodations earlier than 30 days, the lodging will be reduced to 55% of the FTR rate day effective date of establishing residential accommodations.
 6. Meals and Incidental Expenses (M&IE): M&IE will be reimbursed at a flat rate per day; not to exceed the limits specified for the geographical location in the FTR. The daily living expense (M&IE) will be prorated per the FTR during the first and last day of travel, inclusive of weekend trips home. Weekend stay-over(s) are paid when continued work is required during the following week.

- H. Long-Term Temporary Work Assignments – (More than thirty (30) days, but less than three hundred sixty-five (365) Days). M&IE and lodging reimbursement limits will be reduced in accordance with DOE policy for extended travel assignments exceeding 30 days (ref. DOE-AL-2013-01).
1. Lodging: For the first 60 days and last 30 days of a long-term assignment, CHPRC will reimburse costs associated with lodging at the lesser of actual cost or 100% of the FTR authorized rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of the FTR rate.
 2. M&IE: For the first 30 days and last 30 days of the assignment, CHPRC will reimburse costs associated with M&IE at the lesser of actual cost or 100% of the FTR M&IE rate for the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of the FTR rate. The M&IE will be prorated per the FTR during the first and last day of travel, inclusive of weekend trips home.
 3. Travel Home: When on a long-term work assignment (more than 30 consecutive days), one trip home, to the primary residence, after each four (4) consecutive weeks of assignment (on travel status) to the Contract will be reimbursed when approved in advance by CHPRC as follows:
 - a. Travel home must be booked via the most economical method and direct route in accordance with FTR guidance. If the project work assignment or an urgent situation prevents the Contractor employee from obtaining a minimum of (14) day airfare rates; approval must be obtained from CHPRC prior to booking the airfare. If a personal vehicle is used to return to the primary residence, mileage will be paid at the current FTR rates up to a total not to exceed the fourteen (14) day advance airfare value.
 - b. While traveling and at home, lodging and M&IE expenses are not reimbursable.
 - c. The trips home are neither “bankable,” transferable nor cumulative.
- I. Permanent Work Assignments: Unless pre-approved by CHPRC, work assignments of more than three hundred sixty-five (365) consecutive days are considered permanent. All incurred travel and living expenses, after three hundred sixty-five (365) consecutive days, are not reimbursable without written pre-approval from CHPRC. The consecutive-day count for Contractor personnel who change employment to another contractor will not restart, but continue from the original contract assignment date.

10.2 Work Hours

Contractor personnel providing professional and staff augmentation support under this contract are expected to work the hours necessary to accomplish the task, which may require them to work beyond the base work hours. This should be taken into consideration when identifying job position and salary levels.

END OF PART II – FINANCIAL TERMS

PART III – GENERAL TERMS and ATTACHMENTS**1.0 GENERAL****1.1 Acceptance of Terms and Conditions**

Contractor, by signing this Contract, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the Contract provisions, specifications and other documents that this Contract incorporates by reference or attachment. CHPRC hereby objects to any provisions inserted into this Contract, amendment, or modification to the Contract that are different from or in addition to those set forth by CHPRC in the Contract, amendment or modification to the Contract.

1.2 Attachments Incorporated

The terms, forms, documents and attachments listed herein are hereby incorporated into and made a part of this contract. Contractor is responsible for downloading or obtaining a copy from the Contract Specialist and complying with the applicable documents. Where available, hyperlinks are provided for downloading the referenced document.

1.3 Subcontracting

Contractor may **not** subcontract any significant portion of this contract without first obtaining concurrence of CHPRC to the proposed subcontract scope and subcontractor(s).

Contractor is responsible to incorporate and flow down all appropriate provisions and requirements of this contract to all lower-tier contractors and subcontractors.

Contractor shall furnish CHPRC a list of all proposed lower-tier subcontractors who will be performing work on the Hanford site and those proposed subcontractors who will be performing a significant portion of the off-site work. The list must be furnished prior to award and updated with changes during contract performance. Use the Subcontracting form and instructions located on this web page:

<http://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs>

CHPRC reserves the right to:

- reject any proposed subcontract or subcontractor as incomplete or unsuitable
- require submittal of the proposed subcontract before contract award or prior to performance of any work on site
- require the replacement, at contractor's expense, of any subcontractor who fails to adhere to all of the applicable provisions and requirements of this contract.

END OF PART III – GENERAL TERMS and ATTACHMENTS

PART IV – SPECIAL TERMS**1.0 ADMINISTRATION****1.1 Contract Correspondence**

CHPRC's Mailing Address:

Attn: Tracey A. Burch
CH2M HILL Plateau Remediation Company
PO Box 1600, Mail Stop: H8-42
Richland, WA 99352

CHPRC's Street Address:

Attn: Tracey A. Burch
CH2M HILL Plateau Remediation Company
2420 Stevens Center Place, Room 380
Richland, WA 99352

1.2 Abnormal or Unusual Situations

In the event that there is an abnormal or unusual situation associated with this contract work scope, the Contractor is to immediately contact the designated Contract Specialist (CS) or designated CHPRC's Technical Representative (BTR). If the Contractor is unable to contact either the CS or the BTR, the Contractor is to contact the CHPRC Occurrence Notification Center at (509) 376-2900, which is available 24 hours a day, seven days a week, and provide them with: Contract Number, Contract Specialist's name, BTR's name and a short summary of the abnormal or unusual situation. If after making contact with CHPRC, the Contractor is advised to suspend activities, the Contractor is not to proceed until such direction to proceed has been expressly issued by the Contract Specialist. If there is an emergency situation, the Contractor is to make the appropriate immediate emergency call to 911 or 373-0911 for cell phones and then make the notifications to CHPRC as set forth herein.

1.3 Term of Contract

The CHPRC Prime Contract DE-AC06-08RL14788 with the U.S. Department of Energy ends on September 30, 2018.

The term of this Contract shall commence on the date of award and shall end on September 30, 2018 unless extended by the parties or unless terminated by other provisions of this Contract.

Base Period: Award through September 30, 2018

Option Period: October 1, 2018 through September 30, 2019

Authorization for work on the option year will be covered by the terms of this contract and the General Provisions, Section 14.2, Assignment.

1.4 Option

The Contract Specialist retains the sole right to exercise the option included in this contract. The inclusion of the option does not represent a commitment, financial or otherwise, on the part of CHPRC to exercise any or all of the option nor extend the contract beyond the end date specified by the contract or most current contract amendment.

1.5 Option to Extend the Term of the Contract

This contract includes the option(s) to extend the term identified herein. The total period of performance of the contract includes the base period plus the optional period(s) that may be exercised by CHPRC.

1.6 Package Identification

All envelopes, boxes or packages shipped to CHPRC in performance of this contract must be clearly marked with the contract number.

1.7 Authorized Personnel

Only the following named Contract individuals are authorized to make changes to this document:

Contract Specialist, Tracey A. Burch
Service Contract Manager, Joan D Howard
Procurement Manager, Patrick M Marmo

1.8 Contractor Submittals – Contract

The Contractor submittals identified herein on the Submittal Register shall be submitted by the Contractor using the Contractor Document Submittal Form (CDSF). Instructions for completion of the CDSF are included with the form. The quantity, frequency and type of submittal shall agree with the requirements set forth on the Submittal Register. A Submittal Number, entered on the CDSF by the Contractor in accordance with the submittal register, shall be used to identify each submittal. Engineering controlled Vendor Information (VI) content shall be identified on the CDSF when indicated on the Submittal Register. CDSF forms may be copied for submittals with different submittal dates. When any submission is returned to the Contractor with a request for resubmission (i.e., marked as: “B” and “Resubmit – Yes”; or “C” Revise and Resubmit) the Contractor shall resubmit all corrected documents within the time specified on the resubmission notice or if no time is specified therein within ten (10) working days from the disposition date. New submittals shall require the Contractor to contact CHPRC if additional Submittal Numbers are required.

Changes to a Contractor’s deliverables, that have not been accepted by CHPRC as complete shall be re-submitted using the CDSF form and in accordance with a Contractor’s CHPRC-approved Quality Assurance and/or Engineering Program.

1.9 Electronic Mail Capability

The Contractor shall provide and maintain Internet and electronic mail capability for the duration of the Contract. The Contractor's email account shall be able to send and receive attached documents of up to 5 megabyte in size. Correspondence and Administrative messages concerning this contract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP and other commonly used file formats. In addition, information, data and forms may be posted on CHPRC's Internet web site for downloading by the Contractor.

1.10 Work Schedules and Holiday

NOTICE: Daily work schedules and facility operations are NOT consistent on the Hanford Site. CHPRC and some other organizations are working a 4x10 schedule and others observe alternate Friday closures.

Accordingly, Contractor is responsible to understand and plan to support the work schedule required for this specific contract and/or work location. BEFORE scheduling work on site and/or deliveries, the Contractor shall make specific schedule arrangements with CHPRC, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, etc.

CHPRC will not be liable for the cost of any delays, demurrage, layover, extra travel days, etc. which result from Contractor's failure to plan for and obtain specific schedule concurrence in advance.

1.11 Service Contract Act of 1965

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in FAR 22.10 . In accordance with the SCA, the contractor shall pay service employees, employed in the performance of this contract, no less than the minimum wage and furnish fringe benefits specified by the SCA or applicable Wage Determination. Compliance with direct labor rates, fringe benefits and requirements of the SCA are the responsibility of the contractor and are included elements of the contract pricing. During the term of this contract, CHPRC may unilaterally modify this contract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the revised minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the SCA and other provisions of this contract.

Blanket Wage Determination (BWD) 05-2569 is applicable to work performed on the Hanford Site and adjacent area by service occupations identified in the BWD. Service occupations that will be used in performance of this contract at another location or that are not listed in the BWD must be specifically identified herein along with an applicable wage determination.

A copy of the most recent Hanford Area Service Contract Act Blanket Wage Determination is posted on the acquisition web site at

<http://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs>

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at

<http://www.dol.gov/compliance/laws/comp-sca.htm>

1.12 Proprietary Data Submittals

If Contractor submits any data as part of their Contract, which is considered by the Contractor to be “Proprietary Data”, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data Included is considered to be proprietary.

1.13 Contractor – CHPRC Interface

CHPRC and the Contractor will interface only through CHPRC’s Contract Specialist for clarifications and questions.

1.14 Other Interfaces

Additional CHPRC contacts will be identified at the kickoff meeting.

1.15 Designation of Technical Representative

The designated Buyer’s Technical Representative (BTR) for this contract is:
Steve Joyce, 509-372-2971, MSIN H8-43

The BTR is responsible for monitoring and providing technical guidance for this Contract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate oversight of Contractor’s personnel while on site and the interface between contractor and other CHPRC organizations supporting contract performance.

Authority of the BTR and supporting organizations is limited to providing technical direction within the scope and provisions of this contract. The BTR may not direct work or authorize any change outside of the written contract and contract provisions. The BTR does not possess any explicit, apparent or implied authority to modify the contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract; Contractor shall promptly notify the Contract Specialist in writing. No action outside the scope of the contract should be taken until the Contract Specialist makes a determination and/or modifies the contract.

In no event, will an understanding or agreement, modification, change order, or any deviation from the terms of this Contract be effective or binding upon CHPRC unless formalized by proper Contract documents executed by the Contract Specialist.

1.16 Independent Contractor

A. Contractor shall perform all work required by this Contract as an independent contractor and not as an agent or employee of CHPRC or the Government.

- B. Acceptance of this contract constitutes contractor's certification that any required business licenses, permits, tax identification requirements, principle place of business identification, etc. have been addressed and are the sole responsibility of contractor.
- C. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Contract. Contractor is responsible for all reports, obligations and payments regarding such employees relating to social security, state and federal taxes, license fees, withholding, unemployment compensation, workers compensation and similar matters. Upon CHPRC's written request, Contractor shall promptly provide documentation substantiating its compliance with the requirements of this paragraph.
- D. Contractor shall maintain complete control over its Employees, Agents, Representatives and Subcontractors at any tier and shall be responsible for the proper performance of all work required by this Contract, including any such work which may be done by Suppliers or Subcontractors at any tier.
- E. Contractor does not have, nor shall it represent that it has, any authority to bind CHPRC or the Government.
- F. Unless specifically identified in the contract, contractor shall supply and use its own equipment, supplies and means of performance.

2.0 CONTRACT PROVISIONS

The provisions, forms, documents and attachments listed below are hereby incorporated into and made a part of this contract. Unless specifically replaced or revised in the body of this contract the clauses and referenced laws, rules and regulations in the General and Special Provisions applicable for this type of contract shall have the same force and effect as if written into the body of the contract.

Contractor is responsible for downloading, reading and complying with the applicable provision revision identified below. In the event that the link to a specific provision is broken, provisions are posted for downloading at the following hyperlink. A copy is also available from CHPRC on request.

<http://chprc.hanford.gov/page.cfm/ContractProvisions>

2.1 General Provisions

Revision 7 dated August 20, 2015

2.2 Special Provisions, SP-5 - On-Site Services

Revision 10 dated January 21, 2013

2.3 Special Provisions, SP-9 - Organizational Conflict of Interest

Revision 1, dated August 5, 2013

2.4 Special Provisions, SP-16 - Contractor Representations and Certifications
Revision 5 dated July 18, 2013

Representations and Certifications made by the contractor as part of the proposal and award process are hereby incorporated by reference into, this Contract unless specifically excluded and agreed by CHPRC in the Contract. Contractor agrees to update and resubmit a revised SP-16 if any change occurs that would nullify, change or otherwise affect said representations and certifications.

2.5 Special Provisions, SP-19 - Time and Materials (T&M) and Labor Hour (LH)
Contracts - Revision 0 dated December 23, 2008

END OF PART IV – SPECIAL TERMS

END OF CONTRACT